



REQUEST FOR PROPOSAL (SECONDARY METHOD)
Notice to Prospective Proposers
RFP No. S23DWC004

February 20, 2024

You are invited to review and respond to this Request for Proposal (RFP) No. **S23DWC004**, titled, "**QME STUDY**." In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register (CSCR) at <https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register online at: <https://caleprocure.ca.gov>.

The Department of Industrial Relation's (DIR) deadline for receipt of proposals is **March 11, 2024, no later 3:00 p.m.** **All proposals received late will be rejected.** File size cannot exceed 50 Mega Bytes (MB). The naming convention of the proposal must be in the following format: "RFP S23DWC004 [Insert vendor name] Proposal." Proposals must be received on or before the date and time specified herein at email addresses provided below:

EMAIL RFP Proposal to:

Procurement@dir.ca.gov

CC: sfernandez@dir.ca.gov

CC: klanterman@dir.ca.gov

You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal reaching the contact person after the deadline date and time will be rejected.

In the opinion of DIR, this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, contact the person listed below. **All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person and not through the Cal eProcure system.**

Contact: Stephen Fernandez
Email: sfernandez@dir.ca.gov
CC: Procurement@dir.ca.gov

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

Table of Contents

SECTION	PAGE
I. PURPOSE / BACKGROUND / SCOPE OF WORK	3
A) Purpose	3
B) Background	4
C) Scope of Work	4
II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION	5
A) Key Action Dates	5
B) Questions Regarding RFP Requirements	5
C) General Proposal Requirements	6
D) Submission of Proposals	6
E) Modification and/or Withdrawal of Proposals	7
F) Proposer Responsibilities	7
G) Signature	9
H) Disposition of Proposals	9
I) Socio-Economic and Preference Programs	9
III. PROPOSAL REQUIREMENTS (TECHNICAL)	14
A) Technical Proposal Requirements	14
1) Minimum Qualifications	14
2) Title Page	14
3) Cover Letter / Letter of Commitment	14
4) Table of Contents	15
5) Summary	15
6) Minimum Qualifications Response	15
7) Required Attachments	15
8) References	15
9) Conflict of Interest and Confidentiality Statement	16
10) Subcontracts / Subcontractors	16
11) Technical Portion	16
a. Management Plan	16
b. Methodology (Approach to Work)	16
c. Work Plan and Work Schedule	17
d. Personnel / Experience	17
e. Page Headers and Page Numbering	18
B) Cost Proposal Requirements	18
1) Cost Detail	18
2) Page Headers and Page Numbering	19
IV. EVALUATION, SELECTION, AND AWARD	19
A) Administrative Evaluation (Phase 1)	19
B) Technical Evaluation (Phase 2)	19
1) Scoring Criterion Guidelines	19
2) Cost Points	19
C) Proposal Evaluation Form	21
D) Proposal Rejection	23
E) Selection	24
F) Notice of Proposed Award	24
G) Standard Conditions of Service	25
H) Post Award Requirements	25

ATTACHMENTS	
1. Required Attachment Checklist	26
2. Draft Standard Agreement (STD 213)	27
Exhibit A, Scope of Work	28
Exhibit A, Attachment 1 – Technical Proposal	38
Exhibit A, Attachment 2 – Progress Report Template	39
Exhibit B, Budget Detail and Payment Provisions	40
Exhibit B, Attachment 1 – Contractor Cost Sheet	41
Exhibit C, General Terms and Conditions (GTC 04/2017)	42
Exhibit D, Special Terms and Conditions	43
Exhibit E, Additional Provisions	50
Exhibit F, – Conflict of Interest and Confidentiality Statement	52
Exhibit G, Acknowledgment of Confidentiality	56
3. Proposer References Form	57
4. Payee Data Record (STD 204)	58
5. Contractor Certification Clauses (CCC 04/2017)	60
6. California Civil Rights Laws Certification	64
7. Darfur Contracting Act Certification	65
8. Bidder Declaration Form	66
9. CA DVBE Bid Incentive Instructions	68
10. Contractor Cost Sheet	71
11. Detailed Response for Minimum Qualifications	72

I. PURPOSE / BACKGROUND / SCOPE OF WORK

A. Purpose

This Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified contractors to conduct a deep, thorough and detailed review of data for the past ten (10) years concerning the California’s Medical-Legal (Med-Legal) Process to respond to these three overarching questions:

- 1) Does the current Med-Legal Process satisfy the purpose of the systems as it was initially envisioned by the Legislature?
- 2) Is the Med-Legal Process, as it currently stands, sustainable?
- 3) In what ways can the Med-Legal Process be improved to satisfy the purpose that has been identified and as the system has been utilized?

The Medical-Legal Process is part of the duty of the Administrative Director (AD) of the Division of Workers’ Compensation (DWC), Department of Industrial Relations (DIR), State of California. The AD’s duties relative to the Medical-Legal Process include the appointment, reappointment,, and all matters related to the certification of Qualified Medical Evaluators (“QMEs”) for the workers’ compensation system. The administration of these certification duties, including the issuance, denial, suspension or revocation of

appointments, is carried out by the Administrative Director, with the assistance of the Executive Medical Director of the Medical Unit, pursuant to the statutory scheme embodied in Labor Code §§ 139.2 et seq., and the regulations promulgated by the DWC. The relevant regulations with respect to certification of QMEs are found in title 8, California Code of Regulations (“8 CCR”) §§ 1 through 159, et. seq. Physicians who are certified as QMEs provide medical-legal evaluations for injured workers. These evaluations and reports are used in the litigation of the workers’ compensation claim. The reports are intended to resolve medical issues that are in dispute in a case. Once certified, the physician is placed in a database from which panels of three physicians are randomly selected, when requested by the parties to a workers’ compensation action. Each party may strike one name from the panel, and the remaining physician provides an evaluation of the injured worker as the “Panel QME”. Physicians are certified as QMEs for a two year term. They must reapply for certification every two years and satisfy certain requirements including an educational component. There is another avenue for physicians to provide medical-legal evaluations to injured workers in the workers’ compensation system. A physician can serve as an Agreed Medical Evaluator (“AME”) when the parties to the action agree upon a certain physician to serve in that capacity. The physician does not require certification as a QME to serve in this capacity. Both QMEs and AMEs are reimbursed for the services provided in performing evaluations, writing reports and giving deposition testimony pursuant to fee schedule promulgated by the Administrative Director through the rulemaking process authorized by Labor Code § 5307.6. Taken together, this entire system is what is known as the Medical-Legal process in the California Workers’ Compensation System.

Obtaining this information will help inform future decisions about the program, including potential legislative reform, and/or new regulations, and/or administrative changes.

For a detailed description of the work to be performed, please refer to **Attachment 2**, Draft Standard Agreement. The work of this contract is expected to require up to twenty-four (24) months; no work shall begin until all required signatures and approvals are obtained and the DIR Project Manager provides direction.

The total budget for the entire contract is \$500,000. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

B. Background

DIR DWC needs to evaluate the efficacy of Med-Legal Process which is used to resolve disputes regarding an injured worker's entitlement to compensation benefits. Consideration is given to Labor Code sections 139.2, 4060, 4061, 4062, 4062.1, 4062.2 and 4062.3 the DWCs mandate under these sections to certify qualified medical evaluators, assess report quality and timeframes for reporting and produce a panel of qualified medical evaluators.

C. Scope of Work

Proposers must review the scope of work attachment for **details in** Exhibit A, Scope of Work.

II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the proposer to carefully read and follow all proposal requirements within this RFP. Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus ineligible for award.

A. Key Action Dates

Below is the tentative time schedule for this RFP. DIR reserves the right to modify the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted on the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov>.

1. DIR reserves the right to modify or cancel in whole or any part of this solicitation.
2. Clarifications to the solicitation will only be provided in the form of a written addendum to all Proposers.

Key Actions	Dates	Time
RFP available to prospective Proposers	2/20/2024	N/A
Written Questions Submittal Deadline	2/27/2024	5:00 p.m.
Question and Answers Addendum Posted	3/4/2024	5:00 p.m.
Final Date for Proposal Submission/Receipt by DIR	3/11/2024	3:00 p.m.
Complete Evaluation of Proposals	3/20/2024	N/A
Posting of Intent to Award Notice(s) (Notice is posted for five [5] business days)	3/26/2024	N/A
Agreement sent to successful Proposer	4/4/2024	N/A
Signed Agreement returned to DIR for counter-signature	TBD	N/A
Agreement Approved and Executed – work begins	5/6/2024	N/A

Dates listed above (or below, depending on page) are estimates only, and subject to change at DIR’s sole discretion. No work shall begin until all required approvals and signatures, including the Department of General Services (DGS) Office of Legal Services, if applicable, are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed electronically to:

Department of Industrial Relations
Office of Administrative Services
Contracts, Procurement, and Business Services Branch
Contact:
Email: sfernandez@dir.ca.gov

CC: klanterman@dir.ca.gov

Questions must be received by the date and time specified under Section II, A. Key Action Dates. Answers to all questions submitted will be in the form of an addendum posted to the DGS California State Contracts Register (CSCR) website <https://caleprocure.ca.gov/pages/index.aspx> by the date and time specified under Section II, A. Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants. All questions must be submitted referencing the RFP number in the subject line, directly to the above listed contact person **and not through the Cal eProcure system.**

C. General Proposal Requirements

1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section III, Proposal Requirements, and **Attachment 2**, Draft Standard Agreement) may cause a proposal to be rejected.

D. Submission of Proposals

1. Proposals must be submitted no later than the date and time indicated in Section II.A. Key Action Dates, and must be addressed as follows in Item 2.

Proposals received after this date and time will not be considered and will be rejected.

2. Delivery Instructions

Responses to this RFP shall be submitted to DIR at the following email addresses provided in Section 2.b. below and include:

- a. One (1) copy containing the Technical Proposal and all other required elements along with the Cost Proposal.
- b. Submit to the following email addresses and reference the RFP number in the subject line.

Procurement@dir.ca.gov

CC: sfernandez@dir.ca.gov

CC: klanterman@dir.ca.gov

3. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV, Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.

4. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
5. DIR may modify the RFP up to the specified time of the date fixed-listed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. Any addendum(s) will be issued through the Cal eProcure system.
6. DIR reserves the right to reject any or all bids. The agency is not required to award an agreement. All bids may be rejected whenever the agency determines that the cost is not reasonable, the cost exceeds the amount estimated, or otherwise in the best interest of the State.
7. More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers, none of the participants in such collusion will be considered, in this or future procurements.

E. Modification and/or Withdrawal of Proposals

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to DIR signed by the Proposer or an agent authorized in accordance with Section II.G., titled "Signature." A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

F. Proposer Responsibilities

1. Proposers should carefully examine the entire RFP, with special attention to the tasks and deliverables found in **Attachment 2**, Draft Standard Agreement. Proposers shall investigate obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of the requirements.
2. Before submitting a response to this RFP, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements. It is the

- Proposer's responsibility to complete and submit all required attachments as listed on **Attachment 1**.
3. Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to DIR.
 4. It is the **Proposer's responsibility** to promptly notify DIR's contract analyst identified in the solicitation, in writing, by e-mail, if the Proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by DIR prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question and answer period referenced in Section II.A., Key Action Dates. All such correspondence received after the question and answer deadline will not be considered.
 5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses (CCC) as listed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
 6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
 7. The Proposer must provide evidence to show that members of the team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to: résumés, letters of reference, project summaries that highlight the team's specific experience. Proposers must complete **Attachment 3**, Proposer References Form.
 8. The Proposer must own and operate a legitimate business. If required by law, the Proposer must be registered and in good standing with the California Secretary of State. All businesses that are required to be registered with the California Secretary of State must be registered prior to date of Agreement award. Evidence of registration shall be submitted with the proposal.
 9. In the event that any license(s) and/or permit(s) expire at any time during the term of this agreement, Proposer agrees to provide agency a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Proposer fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
 10. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

11. The Proposer must complete and submit to DIR, the Payee Data Record (STD 204), **Attachment 4**, to determine if the selected proposer is subject to state income tax withholding, pursuant to California Revenue and Taxation Code, Section 18662. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf> . No payment shall be made unless a completed STD 204 has been returned to DIR. Payee Data Record Supplemental (Std. 205) (if applicable) <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>
12. The Proposer must sign and submit to DIR, page one (1) of the Contractor Certification Clauses (CCC 04/2017), **Attachment 5**, or the form can be obtained via the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
13. The Proposer must sign and submit to DIR, the California Civil Rights Laws Certification, **Attachment 6**.
14. The Proposer must sign and submit to DIR, the Darfur Contracting Act Certification, **Attachment 7**.

G. Signature

1. **All documents requiring signatures contained in the original proposal package must have original or electronic signatures.**
2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

H. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents.

I. Socio-Economic and Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Incentive – Optional

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), the bid may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Military Code Section 999(i) and California Code of Regulations, Title 2, Section 1896.71. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 8**, titled Bidder Declaration GSPD-05-105 and confirmed by the State. Proposers claiming the DVBE incentive must complete and

return the Disabled Veteran Business Declarations form found at:
<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>.

The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

Confirmed DVBE Participation of:	DVBE Incentive:
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or Over	5%

2. Small Business (SB) or Microbusiness (MB) Preference – Optional

If Proposer is claiming the 5% certified SB or MB preference, or is committing to subcontract 25% or more of their net bid price to one or more certified SB or MB (Non-small business preference [NSB]), list firm names on **Attachment 8** (GSPD-05-105 Bidder Declaration) and attach a copy of the certification. Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the SB program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940; email: OSDSHelp@dgs.ca.gov. For the 24-Hour Recording & Mail Request call (916) 322-5060.

SB, MB or NSB bidders or proposers using the SB preference shall be granted a preference consisting of 5% of the highest responsible bidder's total score.

3. Target Area Contract Preference Act (TACPA)

The TACPA preference will be granted for this solicitation. Proposers wishing to take advantage of this preference will need to review the following website and submit the appropriate response with their proposal: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference?search=TACPA>

Proposers seeking to obtain a TACPA preference must complete and submit the TACPA Preference Request, STD. 830, and DGS/PD 526 with their Proposal. The STD. 830 and DGS/PD 526 are available to download at the link provided above.

4. Preference and Incentive Application – Optional

- a. DVBE Incentive Points are factored by multiplying a Proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the proposer's

total points. In the Table 2 sample below, Proposer B received a 60-point incentive (.05% commitment x 1200 total points available), which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.

- b. Preference is calculated by multiplying 5% of the highest scoring NSB proposer, and adding those points to SB proposers and NSBs subcontracting 25% or more to a SB. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified SBs (A and C).
- c. Under the High Score Method, it is possible to displace a high point certified SB with the application of the DVBE Incentive.

TABLE 1: HIGH SCORE METHOD SAMPLE

Available points example using sliding scale:

Administrative: 200 points
 Technical: 400 points
Cost: 600 points
 Total: 1200 points

Possible Maximum 60 points
 DVBE incentive calculated as follows:

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36
4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS

Proposer	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points	57.75	0	57.75
Applied			
Subtotal	1107.75	1155	1182.75
Rank	3	2	1
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

III. PROPOSAL REQUIREMENTS (TECHNICAL)

A. Proposal Requirements

The proposal must contain the following components, information and documents outlined below. Each requirement's location must be listed in the Proposal's Table of Contents. Also see Section II. D. Submission of Proposal, for general submittal details.

1. Minimum Qualifications

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications listed below. The Proposer must provide their detailed response on **Attachment 11**, Detailed Response for Minimum Qualifications. Proposals that do not meet the minimum qualifications will be determined non-responsive and ineligible for award.

- a. Proven knowledge and five (5) years of experience in California workers' compensation laws, rules, regulations and/or policies.
- b. Proven knowledge and five (5) years of experience in the med-legal process.
- c. Three (3) years demonstrated experience in outreach, marketing and recruitment.
- d. Five (5) years of experience working with primary (data collected via surveys, observations, questionnaires, etc.) and secondary data (second-hand data already collected and recorded by others).
- e. Five (5) years of experience conducting research/market research.

2. Title Page

The purpose of this page is to provide information needed by DIR administrative staff. It must contain the following items:

- a. The title of the proposal, which must be the same as the title of the RFP;
- b. The number of the RFP No S23DWC004; and
- c. The date of proposal.

3. Cover Letter / Letter of Commitment

The cover letter must not be more than two (2) pages, in Arial size-12 point font or similar, and must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the firm:

"The enclosed proposal is submitted in response to the above referenced Request for Proposal No. S23DWC004, including any addenda. Through submission of this

proposal, we agree to all of the terms and conditions of the Request for Proposal, and agree that any inconsistent provisions in our proposal may result in a lower score, up to and including disqualification. We have carefully read and examined the Request for Proposal, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations in our proposal.”

The cover letter must be provided on the company's letterhead and include the following information and statements:

- a. The name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address]; and
- b. The name, title, and signature of a company official authorized to bind the proposal.
- c. Name, email and/or phone number for the Proposer's contact for DIR inquiries related to the proposal.

4. Table of Contents

5. Summary

The abstract shall be not longer than one (1) page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.

6. Minimum Qualifications Response

Provide a response, outlining detailed information demonstrating how the Proposer meets each of the minimum qualifications listed in Section III.A. Submit all applicable documentation.

7. Required Attachments

The Technical Proposal must include all of the completed attachments listed in **Attachment 1**, Required Attachment checklist.

8. References

Each proposer must provide at least three (3) references detailing previous experience in workers' compensation and the med-legal process related to the goals and objectives outlined in the RFP.

References must be provided using **Attachment 3**, Proposer References Form. Submission of this attachment is mandatory. Failure to fully complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. **Attachment 3** may be copied for additional references.

9. Conflict of Interest and Confidentiality Statement

Proposer and each member of Proposer's technical staff proposed to work on this project must sign and submit **Attachment 2**, Draft Standard Agreement, Exhibit E, Attachment 1 – Conflict of Interest and Confidentiality Statement with your proposal.

10. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please use **Attachment 8**, Bidder Declaration Form (GSPD 05-105), to list all subcontractors used for this project. All subcontracts must be approved by DIR, and no work shall be subcontracted without the prior written approval of the State. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled Cost Proposal Requirements, and not in the Technical Proposal.

11. Technical Portion

Proposer shall demonstrate their understanding of the questions, or needs, that DIR is seeking to have addressed. The technical approach and work plan are considered the heart of the proposal and will receive a high level of scrutiny. This part of the proposal will be evaluated to ensure all tasks and deliverables, listed in the Scope of Work, are included and responsive. The technical portion of the Proposal must include a written response to all scoring elements listed in the sample Proposal Evaluation form, Section IV.B.3, and must include the following:

a. Management Plan

The Proposer shall provide a project management plan including the management structure and project organization. The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State. Proposers should include methods to measure project progress against the project management plan to maintain project schedule.

b. Methodology (Approach to Work)

The Proposer shall describe their methodology and approach to the work, identify specific techniques and methodologies that will be used and specific administrative and operational management expertise that will be employed in order to accomplish the tasks listed in this RFP under **Attachment 2**, Draft Standard Agreement. Proposer shall indicate how skills developed in previous related work will be applied to the work described in this RFP.

The Proposer shall demonstrate their knowledge in workers' compensation and the med-legal process, the subject of the RFP and lay the groundwork for the actual work to be performed for this project.

c. Work Plan and Work Schedule

The Proposer shall develop a Work Plan and Work Schedule that allows all tasks to be completed within the timeframes outlined in the Scope of Work. The Work Plan and Work Schedule shall identify each major task, necessary subtasks, and milestones by which progress can be measured and payments made. The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide the responsible party for performing the task, and anticipated dates of completion.

The Work Plan and Work Schedule must reflect the total project timeline of twenty-four (24) months.

The Work Plan shall indicate how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate.

See **Attachment 2**, Draft Standard Agreement, for details on the tasks required. A work plan schedule format is provided below:

TASK	RESPONSIBLE PARTY (Prime or Subcontractor)	DATE OF COMPLETION
Progress Report	Prime	Monthly
Update meetings	Prime	Quarterly
Draft Report	Prime	Eighteen (18) months from contract execution
Final Report	Prime	Twenty-one (21) months from contract execution

d. Personnel / Experience

For this criterion, reviewers will rate the Proposer’s experience in conducting similar or related work described in the Scope of Work, and how skills developed in previous related work will be applied to this project as outlined in Attachment 2, Draft Standard Agreement. The Proposer shall indicate how previous experience will be applied to the development of this project.

The Proposer shall list technical staff (specify staff name) who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each technical staff person, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The selected Proposer shall not cause key members of the project team to be substituted without prior written approval of the State.

The Proposer shall demonstrate experience and breadth of knowledge in workers' compensation and the med-legal process as described in **Attachment 2**, Draft Standard Agreement.

The Proposer demonstrates prior experience and abilities to a comprehensive study to thoroughly evaluate the efficacy of a program or process using research and data.

e. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, and the Bidder Declaration Form GSPD-05-105 (**Attachment 8**) shall have the following header and page numbering format in the upper right-hand corner:

**Technical Proposal
RFP No. S23DWC004
Exhibit A, Attachment 1
Page ## of ##**

B. Cost Proposal Requirements

The cost breakdown (Cost Proposal) shall be included in the Technical Proposal. Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section II. Socio-Economic and Preference Programs) and at a minimum, all information listed in Cost Detail (below). Proposers must use the **Attachment 10**, Contractor Cost Sheet.

All costs must be provided for each task and deliverable. The proposed costs should be broken down into the outline in the Work Plan and Work Schedule for the purpose of this cost proposal submittal.

DIR's budget for the proposed contract is limited to \$ 500,000.00. Any cost proposals exceeding this amount will be disqualified and ineligible for award. Proposers shall submit a cost proposal for all tasks described in **Attachment 2**, Draft Standard Agreement.

1. Cost Detail

- a. **Itemized Tasks** – Using **Attachment 10**, Contractor Cost Sheet, provide firm-fixed costs for specific tasks listed in **Attachment 2**, Draft Standard Agreement.

For all tasks, the Proposer must include all items such as labor, personnel, subcontractors, travel, meetings, materials, reports, and tax, if applicable, as necessary to perform and complete the tasks on the Contractor Cost Sheet, **Attachments 10**.

- b. **Subcontracts / Subcontractors** – If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or

firm and the work to be done by each subcontractor. Additionally, **all** subcontractors proposed to be used for this project must be identified on **Attachment 8**, Bidder Declaration Form.

2. Page Headers and Page Numbering

All pages of the Cost Proposal; the Bidder Declaration Form GSPD-05-105 (**Attachment 8**); and, if applicable, any forms pertaining to socio-economic preferences (SB, MB, or DVBE), shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
RFP No. S23DWC004
Exhibit B, Attachment 1
Page # of ##

IV. EVALUATION, SELECTION, AND AWARD

A. Administrative Evaluation (Phase 1)

DIR will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum qualifications in conformance with the submission requirements. During the evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

B. Technical Evaluation (Phase 2)

DIR will also conduct an evaluation of the Technical Proposal by an evaluation panel consisting of DIR employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not participate in the scoring process.

1. Scoring Criterion Guidelines

Note: There will be no individual sheets, no written scores, and no written notes. There will be one final score for each Proposer. Proposer must score a minimum of 70 points (combined score of technical evaluation and cost points) to be eligible for award.

The Proposal Evaluation Form in Section IV.B.3 contains the scoring criteria that will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each Proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the Proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

2. Cost Points (30 points)

Proposers may achieve a maximum of thirty (30) cost points. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by DIR for this Agreement (Section III.B.). Any proposals submitted that are over the expected expenditure/budgeted amount may be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of thirty (30) for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the bidder’s cost, multiplied by the maximum number of cost points available thirty (30), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid} \times \text{Total Cost Points Available}}{\text{Bidder Total Cost}}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\frac{\$300,000 \times 30}{\$350,000}$	26
B	\$325,000	$\frac{\$300,000 \times 30}{\$325,000}$	28
C	\$300,000	$\frac{\$300,000 \times 30}{\$300,000}$	30

Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	81	26	107
B	86	28	114
C	92	30	122

In this case, the highest scored proposal from Bidder C would be the intended awardee.

Preferences will be applied as required to eligible proposals. Please see Section II.I., Socio-Economic and Preference Programs.

The evaluation team will abide by the following Scoring Criterion Guidelines for the Technical Evaluation Scoring Criteria below:

Possible Points	Interpretation	Explanation for Percentage Points
0%	Inadequate	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30%	Barely Adequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
100%	Excellent or Outstanding	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Criterion Guidelines, the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score.

C. Proposal Evaluation Form

MINIMUM QUALIFICATIONS	Yes	No
Proven knowledge and five (5) years of experience in California workers' compensation laws, rules, regulations and/or policies.		
Proven knowledge and five (5) years of experience in the med-legal process.		
Three (3) years demonstrated experience in outreach, marketing and recruitment.		

Five (5) years of experience working with primary primary (data collected via surveys, observations, questionnaires, etc.) and secondary data (2 nd hand data already collected and recorded by others)..		
Five (5) years of experience conducting research/market research.		
<i>If any minimum qualifications are NOT met, STOP HERE</i>		
1. CLARITY AND ORGANIZATION OF PROPOSAL	Points Available 5	Points Awarded
The proposal is presented in a clear, organized manner.	5	
2. MANAGEMENT PLAN	Points Available 10	Points Awarded
Proposer shall provide a clear project management plan including the management structure and project organization. Proposer shall designate, by name, the Project Manager to be employed.	5	
The Proposer should include methods to measure project progress against the project management plan to maintain project schedule.	5	
3. METHODOLOGY (APPROACH TO WORK)	Points Available 20	Points Awarded
Proposer shall describe their methodology and approach to the work, identify specific techniques and methodologies that will be used and specific administrative and operational management expertise that will be employed in order to accomplish the tasks listed in this RFP under Attachment 2 , Draft Standard Agreement. Proposer shall indicate how skills developed in previous related work will be applied to the work described in this RFP	10	
Proposer identifies the methodology and specific techniques that will be used and specific administrative and operational management expertise that will be employed for all tasks	10	
4. WORK PLAN AND WORK SCHEDULE	Points Available 15	Points Awarded

<p>Proposer shall develop a Work Plan and Work Schedule for task completion. The Work Plan and Work Schedule shall identify each major task, necessary subtasks, and milestones by which progress can be measured and payments made. The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide the responsible party for performing the task, and anticipated dates of completion. The Work Plan and Work Schedule must reflect the total project timeline of twenty-four (24) months.</p>	15	
<p>5. PERSONNEL / EXPERIENCE</p>	<p>Points Available 20</p>	<p>Points Awarded</p>
<p>Proposer describes experience in conducting similar or related work described in the Scope of Work, and how skill developed in previous related work will be applied to this project as outlined in Attachment 2, Draft Standard Agreement. The Proposer shall list technical staff (specify staff name) who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each technical staff person, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The Proposer demonstrates prior experience and abilities to a comprehensive study to thoroughly evaluate the efficacy of a program or process using research and data.</p>	20	
<p>6. COST</p>	<p>Points Available 30</p>	<p>Points Awarded</p>
<p>This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.</p>	30	
<p>TOTAL POINTS</p>	<p>Maximum Available 100</p>	<p>SCORE</p>

B. Proposal Rejection

1. Proposals must be submitted for the performance of all the services as described herein. Any material deviation from the RFP will not be considered and may cause a proposal to be rejected.

2. Proposals **must be complete** in all respects as required by the RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. **The State does not accept alternate contract language from a prospective contractor.** A proposal with such language will be considered a counter proposal and may be rejected.

3. **DIR reserves the right to reject any or all proposals for any reason.**
4. Proposals that contain false or misleading statements, or which provide references, that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the due date and time specified in Section II.A. "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II.A. All such proposals received past the date and time will not be accepted, and will be returned to the Proposer.

C. Selection

1. The Award, if made, shall be to the responsive Proposer with the highest scored proposal, within the allocated budget.
2. If no proposals are received containing bids offering a price, which in the opinion of DIR is a reasonable price, DIR is not required to award an Agreement (Public Contract Code 10344 (d)).
3. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State, and the Contractor is notified by the DIR Contract Manager to begin work.
4. The Agreement shall be signed by the selected Proposer and returned within ten (10) business days of receipt. If the selected Proposer refuses or fails to execute the Agreement, DIR may award the contract to the Proposer with the second highest score.

D. Notice of Proposed Award

1. Notice of the proposed award shall be posted on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx> and online at <https://www.dir.ca.gov/personnel/contracts/contractsoutside.htm> for five (5) business days prior to awarding the Agreement.
2. Proposers have the right to protest the award of DIR Agreements subject to the following grounds, processes and procedures.
 - a. Proposers may protest the proposed award by filing a notice of protest with DIR and DGS, Office of Legal Services.
 - b. Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

Department of Industrial Relations Contracts and Grants Services Section Attention: Manager 2180 Harvard Street, Suite 160 Sacramento, California 95815 Phone Number: (916) 445-4845 Fax Number: (916) 327-2940	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Email address: OLSProtests@dgs.ca.gov
--	--

- a. **Within five (5) calendar days** after filing notice to protest, the protesting Proposer shall file with the DGS Office of Legal Services and DIR, a detailed written statement specifying the grounds for the protest. The detailed written statement shall include the RFP number.
- b. The Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

E. Standard Conditions of Service

1. Service shall be available no sooner than the express date set by DIR and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, DIR, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second responsive and responsible Proposer or by another Contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. The State does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The General Terms and Conditions GTC- 04/2017 may be viewed at Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language->
4. The State does not negotiate rates and/or costs listed on any cost proposal submitted.
5. No oral understanding or agreement shall be binding on either party. Any changes or alterations to the contract/agreement must be in writing and approved by both parties and/or Department of General Services' Office of Legal Services, if required.

F. Post Award Requirements

1. Prior to execution of the contract and at DIR's sole discretion, the selected Proposer must comply with the following in a manner acceptable to DIR:

- a. The Agreement shall be signed by the Contractor and returned within ten (10) business days of receipt. If the Contractor refuses or fails to execute the contract, then DIR may award the contract to the next ranking proposer.
 - b. Within ten (10) business days of award of the Agreement, Contractor must supply DIR with all required documents, including, but not limited to insurance certificates, as specified in **Attachment 2**, Exhibit D, Section G, to be reviewed and approved by DGS.
2. Failure to comply with any post-award requirements may result in cancellation of the award. In that event, DIR reserves the right to award the contract to the next ranking proposer.

**ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST**

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes ALL required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section II, Proposal Requirements (General) and Information.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Draft Standard Agreement (do not return, Bidder information only)
_____ Attachment 3	Proposer References Form
_____ Attachment 4	Payee Data Record (STD 204)
_____ Attachment 5	Contractor Certification Clauses (CCC 04/2017)
_____ Attachment 6	California Civil Rights Laws Certification
_____ Attachment 7	Darfur Contracting Act Certification
_____ Attachment 8	Bidder Declaration GSPD-05-105
_____ Attachment 9	CA DVBE Bid Incentive Instructions (do not return, Bidder Information only)
_____ Attachment 10	Contractor Cost Sheet
_____ Attachment 11	Detailed Response for Minimum Qualifications

ATTACHMENT 2 DRAFT STANDARD AGREEMENT

SCO ID:

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME _____

CONTRACTOR NAME _____

2. The term of this Agreement is:

START DATE _____

THROUGH END DATE _____

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+		
-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) _____

CONTRACTOR BUSINESS ADDRESS _____ CITY _____ STATE _____ ZIP _____

PRINTED NAME OF PERSON SIGNING _____ TITLE _____

CONTRACTOR AUTHORIZED SIGNATURE _____ DATE SIGNED _____

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME _____

CONTRACTING AGENCY ADDRESS _____ CITY _____ STATE _____ ZIP _____

PRINTED NAME OF PERSON SIGNING _____ TITLE _____

CONTRACTING AGENCY AUTHORIZED SIGNATURE _____ DATE SIGNED _____

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL _____ EXEMPTION (If Applicable) _____

EXHIBIT A SCOPE OF WORK

A. PURPOSE

Contractor will conduct a deep, thorough and detailed review of data for the past ten (10) years concerning the Med-Legal Process to respond to these three overarching questions:

- 1) Does the current Med-Legal Process satisfy the purpose of the systems as it was initially envisioned by the Legislature?
- 2) Is the Med-Legal Process, as it currently stands, sustainable?
- 3) In what ways can the Med-Legal Process be improved to satisfy the purpose that has been identified and as the system has been utilized?

Med-Legal Process is part of the duty of the Administrative Director of the Division of Workers' Compensation, Department of Industrial Relations, State of California, is charged with the appointment, reappointment, and all matters related to the certification of Qualified Medical Evaluators ("QMEs") for the workers' compensation system. The administration of these certification duties, including the issuance, denial, suspension or revocation of appointments, is carried out by the Administrative Director, with the assistance of the Executive Medical Director of the Medical Unit, pursuant to the statutory scheme embodied in Labor Code §§ 139.2 et seq., and the regulations promulgated by the DWC. The relevant regulations with respect to certification of QMEs are found in title 8, California Code of Regulations ("8 CCR") §§ 1 through 159, et. seq. Physicians who are certified as QMEs provide medical-legal evaluations for injured workers. These evaluations and reports are used in the litigation of the workers' compensation claim. The reports are intended to resolve medical issues that are in dispute in a case. Once certified, the physician is placed in a database from which panels of three physicians are randomly selected, when requested by the parties to a workers' compensation action. Each party may strike one name from the panel, and the remaining physician provides an evaluation of the injured worker as the "Panel QME". Physicians are certified as QMEs for a two year term. They must reapply for certification every two years and satisfy certain requirements including an educational component. There is another avenue for physicians to provide medical-legal evaluations to injured workers in the workers' compensation system. A physician can serve as an Agreed Medical Evaluator ("AME") when the parties to the action agree upon a certain physician to serve in that capacity. The physician does not require certification as a QME to serve in this capacity. Both QMEs and AMEs are reimbursed for the services provided in performing evaluations, writing reports and giving deposition testimony pursuant to fee schedule promulgated by the Administrative Director through the rulemaking process authorized by Labor Code § 5307.6. Taken together, this entire system is what is known as the Medical-Legal process in the California Workers' Compensation System.

Obtaining this information will help inform future decisions about the program, including potential legislative reform, and/or new regulations, and/or administrative changes.

B. BACKGROUND

The Department of Industrial Relations (DIR) Workers Compensation Division (DWC) needs to evaluate the efficacy of California's Medical-Legal Evaluation Process (Med-Legal Process) which is used to resolve disputes regarding an injured worker's entitlement to compensation benefits. Consideration is given to Labor Code sections 139.2, 4060, 4061, 4062, 4062.1, 4062.2 and 4062.3 the DWCs mandate under these sections to certify qualified medical evaluators, assess report quality and timeframes for reporting and produce a panel of qualified medical evaluators.

Obtaining this information will help inform future decisions about the program, including potential legislative reform, and/or new regulations, and/or administrative changes.

C. DETAILED SCOPE OF WORK

1. The Contractor shall explore, draw conclusions, and make recommendations on the following guiding questions and provide a detailed typewritten report:
 - a. How have litigation practices and other factors affecting litigated workers' compensation cases changed over the past ten years?
 - b. What is causing the increase in QME panel requests in cases where injured workers are represented by attorneys? Is this increase comparable to any increase in claims filing? If it differs in what ways and why does it differ?
 - c. What effect have the medical management companies had on the Med-Legal Process? What are the effects of the medical management companies in the timely accessibility of QME services if any?
 - d. What is the most efficient way to deliver medical records to a QME? What is the best manner to determine the "relevancy" of records that are provided to the QME?
 - e. Should the Med-Legal Process mandate the use of electronic records? Should the system utilize an electronic, central depository of records for viewing by the QME and the parties?
 - f. Should there be consideration of allowing "non-specialty matched" QMEs to do evaluations with the option to obtain a specialist consultation to address specific medical questions?
 - g. Is there a sufficient supply of QMEs? That is, does the supply of QMEs, given the specialty of the QME and types of injuries, meet the need for evaluations? Once requested, does every injured worker obtain the services of a QME?
 - h. What are the characteristics of the QME providers? (Their demographics, specialties, employers, and estimated career spans.)
 - i. What is the distribution of requested QME specialties? How does this distribution compare to distribution of specialties in the general health care system?
 - j. Looking at the current trends, can the current Med-Legal Process and specialty designations be sustained over time? If not, what is the timeframe for when the program will no longer be able to fill all requests?

- k. Why are QMEs leaving the system?
 - l. What are the obstacles that prevent a physician from becoming a QME? (For example, consideration of: Increased presence of managed care providers such as Kaiser and Sutter Health which may prohibit “outside” employment, changing attitude towards work/life balance. Time commitment to become a QME (testing and educational requirements) as well as administrative requirements of a QME.)
 - m. What is the best system to reimburse QMEs for medical-legal evaluations and reports?
 - n. In implementing the new medical-legal fee schedule adopted on April 1, 2021 the intent was to increase remuneration to physicians by 25%. Assess whether or not this goal has been met or exceeded in terms of overall payments to physicians for medical-legal services under the new fee schedule. What percentage increase has been achieved in physician compensation by the new medical-legal fee schedule?
 - o. Will the current Medical-Legal Fee Schedule adopted on April 1, 2021 increase the number and/or accessibility of QMEs?
 - p. Are there any statutory or regulatory changes that can be adopted to improve the functionality and sustainability of the QME program?
 - q. Are there areas of potential abuse revealed by the data that could be addressed through legislation, regulations, and/or administrative changes?
 - r. Other trends, as may be determined.
2. The contractor shall explore, draw conclusions, and make recommendations on the following Medical-Legal Process related questions and provide a detailed typewritten report:
- a. What marketing methods can be utilized to increase the supply of QMEs in the system?
 - b. How can DWC recruit physicians to become a QME and/or a physician in the California Workers Compensation System? What has attracted other physicians?
 - c. What are the contributions of past legislative changes to the current situation?
 - d. Are there some changes from previous legislation from 2004 to the current time that should be reintroduced or eliminated?
 - e. Should there be two Panel QME platforms:
 - i. One for a Labor Code § 4060 evaluation. Consideration maybe given for a physician who has examinations available in a shorter period of time than the current requirement of regulation § 31.3.
 - ii. Another for Labor Code §§ 4061, 4062, 4062.1 & 4062.2 evaluations.
 - Would the two types of panels benefit the Med-Legal Process? In what ways?
 - What legislative, regulatory and/or administrative changes would be required?
 - iii. Is the time period for request for a PQME appropriate under LC 4061,

4062, 4062.1 and 4062.2 or should there be a different time period like the filing of the application with the WCAB or some other period for the request and assignment of the PQME?

- f. Previously there was one QME assigned from the panel list and the QME would obtain secondary opinions with the original QME incorporating those opinions into their final report. Now an injured worker is no longer limited to one QME and can obtain a QME for each specialty. What are the benefits and drawbacks of each of these systems? What should be considered for the longevity of the Med-Legal Process?
- g. How has the QME being limited to 10 offices affected the system and access to QME services? Previously there was no office limit. Are there more doctors now seeing more patients? The purpose of the office limit was to provide a more stable distribution of assignment of panels to physicians, did this occur with the office limitations.
- h. Should the number of physicians listed on a panel be increased or decreased? How would any changes to the number of physicians on a panel benefit the program?
- i. Should the physicians listed on the panel first be exhausted prior to receiving a replacement panel for unavailability?
- j. Regulation § 33 provides for a QME physician to be unavailable. Should there be consideration on how this can be changed to help improve panel assignments and encourage QMEs to enter the system?
- k. What is an effective blueprint for reviewing the quality of QME medical-legal reports?
 - Currently the DWC has the following plan: Four times a year, the DWC hosts committees of judges, lawyers, physicians, and retired judges to review and comment on the quality of medical-legal reports. The reports selected for review come randomly from the EAMS and from investigation files of the QME Discipline Unit. The members of each individual committee review 8 reports. Committee members receive a quality assessment checklist to complete for each report. Committee members receive a report quality training approved for MCLE credits by the California State Bar Association and for QME credits. After review of the reports, the committee members meet with DWC staff to discuss overall report quality. The information obtained from this process is included in the Executive Medical Director's report to the Administrative Director as mandated by Labor Code § 139.2(i).
 - How can this process be improved? How can the community obtain quality medical-legal reports?
- l. Are there changes that should be considered to the random selection of the physician onto the panel list? If yes, how do the changes occur while continuing to make the selection random? How would the system benefit from these changes?
- m. Should the range within a zip code be increased or even additional zip codes

- be utilized in randomly selecting the physicians for a panel list?
- n. Medical-legal telehealth/remote health evaluations on a limited basis was adopted through emergency regulation from May 2020 through February 2023 (California Code of Regulations, title 8, section 46.2 and 46.3). The DWC adopted remote health under regulation 46.3 on a permanent basis in February 2023. In what ways will this benefit the medical-legal system? Are there any potential drawbacks to remote health in the medical-legal system, what are they, and can they be overcome? How can remote health best be implemented into the Med-Legal Process?
 - o. Time period for scheduling evaluations went from 60-90 to 90-120 days (see update to regulation 31.3 in February 2023); how is this anticipated to help the system? Are there any drawbacks to this timeframe extension and how can those be minimized?
 - p. How would allowing physicians additional time to submit their report to the parties affect the benefits to injured workers and availability of QMEs?
 - q. How can the QME examination process be improved? How can improvements to the QME examination ensure exam quality and fair assessment?
 - r. Are there improvements or data that could be collected through legislative, regulatory, and/or administrative changes that would help DWC and the public to understand the system and implement improvements?
3. The Contractor shall use primary and secondary data as described below and provide detailed typewritten report:
- a. Primary data sources will include quantitative data available from several DWC databases: the QME database utilized by DWC's Medical Unit to administer the QME program; the Workers' Compensation Information System ("WCIS"), an electronic data interchange system that collects claim data from claims administrators; DWC's Electronic Adjudication Management System ("EAMS"), the case management system for claims that are adjudicated through the Workers' Compensation Appeals Board (WCAB). Data may also be obtained through the Department of Industrial Relations' (DIR) Uninsured Employers' Benefit Trust Fund (UEBTF), Subsequent Injuries Benefit Trust Fund (SIBTF), as well as publicly available physician availability and medical payment trend data. The data would be matched to the extent possible for the study.
 - b. Secondary data analysis includes qualitative data from focus group studies and/or surveys of stakeholder groups It could also include Interviews and surveys of medical management companies, physicians' groups, professional attorney organizations and injured workers. The study shall document and analyze the resulting numerical, aggregate and qualitative information.

4. The Contractor shall conduct research on which other states provide similar medical-legal panel evaluations to injured workers, how those programs are structured, and analysis of the efficacy of those programs compared to California's Med-Legal Process. Consideration of this study shall be given to states with similar demographics as California.

5. The Contractor shall, to the extent possible, extract and report the following data and information.
 - i. For each year from 2012 through 2022, the number of new workers' compensation claims filed in that year.
 - ii. For each year from 2012 through 2022, the total number of requests for initial panels during that year.
 - iii. For each year from 2012 through 2022, the total number of panels that issued and were utilized.
 - iv. For each year from 2012 through 2022, the total number of requests for a replacement panel.
 - v. For each year from 2012 through 2022, the number of panels that could not be filled.
 - vi. For each year from 2012 through 2022, the number of injured workers who requested panels that did not secure the services of a panel QME at all for their claim.
 - vii. For each year from 2012 through 2022, total panel requests for each QME specialty.
 - viii. For each year from 2012 through 2022, a listing of the injuries claimed on the DWC1 form grouped by body part and specialty indicated.
 - ix. For each year from 2012 through 2022, the average increase or decrease in medical payments made based on Medicare guidelines.
 - x. For each year from 2012 through 2022, the average increase or decrease in medical treatment payments.
 - xi. For each year from 2012 through 2022, the average increase or decrease in medical-legal payments.
 - xii. For each year from 2012 through 2022, s the average increase or decrease in medical-legal expenses billed.
 - xiii. For each year from 2012 through 2022, the range of dollar amounts paid out, per case, in that year (e.g., the lowest payout on a case was \$500; the highest paid out on a case in that year was \$2 million).
 - xiv. For each year from 2012 through 2022, the range of dollar amounts paid out for medical-legal fees in that year.
 - xv. For each year from 2012 through 2022, the medical-legal fees paid for a non AME or QME panel.
 - xvi. For each year from 2012 through 2022, percentage of cases that had a QME panel assigned in more than one specialty.
 - xvii. For each year from 2012 through 2022, the number of medical-legal reports rejected by the WCAB or Appeals Board.

- xviii. For each year from 2012 through 2022, the number of supplemental reports issued.
- xix. For each year from 2012 through 2022, the number of initial reports issued.
- xx. For each year from 2012 through 2022, the number of follow-up medical-legal evaluation reports issued.
- xxi. For each year from 2012 through 2022, the average number of medical-legal services per workers compensation case.
- xxii. For each year from 2012 through 2022, the average number of medical-legal services paid per workers compensation case.
- xxiii. For each year from 2012 through 2022, the number of physician depositions that occurred.
- xxiv. For each year from 2012 through 2022, the average and mean time period from the date the QME panel was requested to the date of the issuance of the list.
- xxv. For each year from 2012 through 2022, the average and mean time period from the date of the filing of the claim form to the date of the request for a panel.
- xxvi. For each year from 2012 through 2022, the average and mean time period between the date of the issuance of the panel list to the date of the QME examination that resulted from that panel.
- xxvii. For each year from 2012 through 2022, the average and mean time period between the issuance of the panel and case closure.
- xxviii. For each year from 2012 through 2022, the average and mean time period between the issuance of the first medical-legal report and case closure.
- xxix. For each year from 2012 through 2022, the average and mean time period between the issuance of the last medical-legal report and case closure.
- xxx. For each year from 2012 through 2022, what percentage of QMEs used the unavailability (Regulation §33) for any portion of that year?
- xxxi. For each year from 2012 through 2022:
- What is the distribution of the reasons for replacement? Is the information reported in the databases accurate as to what is actually occurring in the case? How does the litigation process affect this distribution?
 - What was the count of days for assignment of initial panels from date of request to date of assignment?
 - What was the count of days for assignment of replacement panels from date of request to date of assignment?
 - What was the count of days from date of assignment of the initial panel to date of assignment of the last assigned panel for that case?
 - How many panels are assigned by series of requests? (Number of times replacement after replacement was

- requested for the same case)
 - What percentage of replacement panel cases had medical-legal paid expenses at the time of the panel replacement?
 - xxxii. For each year from 2012 through 2022:
 - What are the geographic locations of industrial injuries?
 - What are the geographic locations of QME office locations?
 - xxxiii. QME Offices
 - What role does the number of office locations that a physician has listed with the DWC play in the selection of the QME from the panel list?
 - xxxiv. Is there an even distribution of assigned panels to QME based on specialty?
 - xxxv. Is there an even distribution of assigned panels to QME based on office location?
6. The Contractor shall evaluate the following qualitative data and information:
- a. What are the reasons physicians' state for leaving workers compensation or specifically resigning their QME status?
 - b. What would make the Med-Legal Process attractive for new physicians to become QMEs in the system?
 - c. What objective criteria can be identified for the decline in the number of physicians in the QME program over the last 10 years?

A. CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall plan, organize, and manage the study, and provide the majority of staff time and resources necessary to review database information and case files, and to extract, record and analyze numeric and qualitative data. The Contractor shall also prepare a comprehensive report summarizing the data and findings.
- A preliminary draft of the report shall be due no later than 18 months from contract execution.
 - The final report shall be due no later than the 21st month from contract execution.
 - Progress status reports shall be provided monthly, throughout the duration of the contract, commencing three months from contract execution. Progress reports shall contain the following:
 - Percent of Work Completed to Date:
 - For each task identified in the Scope of Work, provide the percent of work completed to date. (e.g. Task 1: 80%; Task 2: 0%...)
 - Work Completed Description:
 - In bullet points or short sentences, describe work completed this past quarter.

- Outstanding Issues:
 - In bullet points or short sentences, identify outstanding questions or issues that may require input from the DIR project manager. These items will be covered during the quarterly teleconference meetings with DIR.
 - Plan for Next Quarter:
 - In bullet points or short sentences, identify items to be completed next quarter.
2. Services performed by the Contractor shall conform to the latest requirements of federal, State, city, and county regulations. The Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.
 3. The Contractor shall complete the services listed in this Scope of Work within the terms of this agreement.

B. DIR’S RESPONSIBILITIES

1. DIR shall provide staff resources to facilitate access to data and to describe the systems.
2. DIR shall provide personnel with Workers' Compensation Information System,(WCIS), Oracle Pro (ORACLE) and EAMS expertise who will facilitate WCIS, ORACLE and Electronic Adjudication Management System (EAMS) access for study personnel, and provide training in system access and operation.

Throughout the duration of the Agreement, the Contractor will work closely with the DIR project manager. All tasks must be accepted and all deliverables must be approved in writing by the DIR project manager prior to payment for the task and acceptance of deliverables. The Contractor will hold quarterly teleconference meetings with the DIR project manager to summarize progress toward meeting each task.

D. CONTRACT REPRESENTATIVES

The Project Managers during the term of this Agreement will be:

Agency:	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

The Administrative Contacts during the term of this Agreement shall be:

The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

**ATTACHMENT 1
TECHNICAL PROPOSAL**

TO BE INSERTED UPON CONTRACT AWARD

**ATTACHMENT 2
PROGRESS REPORT TEMPLATE**

(sample)

Date:

Percent of Work Completed to Date:

*For each task identified in the Scope of Work, provide the percent of work completed to date.
(e.g. Task 1: 80%; Task 2: 0%...)*

Work Completed Description:

In bullet points or short sentences, describe work completed this past quarter.

Outstanding Issues:

In bullet points or short sentences, identify outstanding questions or issues that may require input from the DIR project manager. These items will be covered during the quarterly teleconference meetings with DIR.

Plan for Next Quarter:

In bullet points or short sentences, identify items to be completed next quarter.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, upon receipt and approval of an invoice(s) for each completed task and deliverable, the State agrees to compensate the Contractor for costs specified in accordance with Exhibit B, Attachment 1, Contractor's Cost Sheet. Insert how the tasks will be paid here. All invoices shall be subject to 10% withhold as required by the State Contracting Manual Vol. 1, until all deliverables under contract are accepted.
2. Contractor shall submit one (1) copy of each invoice. Invoice(s) must include the Agreement Number and must be submitted quarterly than in arrears to:

Department of Industrial Relations
DIR Section
xxx@dir.ca.gov

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B, ATTACHMENT 1 – CONTRACTOR COST SHEET
(TO BE INSERTED UPON CONTRACT AWARD)**

Attachment 10 will be inserted here.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D SPECIAL TERMS AND CONDITIONS

A. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California, local sales, or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with DIR within ten (10) days of discovery of the problem. Within ten (10) days, DIR shall meet with the Contractor and Project Manager for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the DIR Director or designated representative of each organization for resolution. The decision of the DIR Director or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.
4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

D. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. Termination

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement in whole or in part at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
2. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work, regardless of any delay in determining or adjusting any amounts due under this clause.
3. In the case of early termination, Contractor must submit one (1) original and one (1) copy of a final invoice within 30 calendar days upon date of written notice. The final invoice shall cover all unpaid services to termination date, following the invoice requirements of this Agreement. Final invoice shall be submitted to the address listed on Exhibit B, Budget Detail and Payment Provisions. A copy and description of any data collected up to termination date shall also be provided to State.
4. Upon receipt of the final invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date at the rates set forth in the contract.

F. Amendments

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. DIR reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

G. Insurance Requirements

1. Commercial General Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Department of Industrial Relations, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

Department of Industrial Relations, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

3. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required. The policy must include:

When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. General Provisions Applying to all Policies

- a. Coverage Term: Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement. The Contractor agrees to provide a new certificate of insurance via email to:

Department of Industrial Relations
purchasing@dir.ca.gov

Subject Line: S23DWC004 – Insurance Certificate

- b. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide to the State within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. In the

event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

- c. **Deductible:** Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. **Primary Clause:** Any required insurance contained in the Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating:** All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. **Endorsements:** Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. **Inadequate Insurance:** Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

H. Preference Program (To be included if PRIME is using a DVBE subcontractor)

1. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
2. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).
3. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

- a. The total amount the contractor received under the contract.
- b. The name and address of the DVBE that participated in the performance of the contract and the contract number
- c. The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.
- d. That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

Form 810 P shall be used for Contractor's certification. Form 810 P is located at the following internet site:

http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_810P.pdf

A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

4. Withhold: Ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

I. Force Majeure

Except for defaults of subcontractors, neither DIR nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. DIR may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by DIR pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the

control of both the Contractor and subcontractor pursuant to this force majeure clause, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

J. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

K. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

L. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

M. Order of Precedence: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

1. Exhibit C – General Terms and Conditions (04/2017)
2. State of California – Department of General Services Standard Agreement STD 213 (rev. 04/2020) and any amendments thereto;
3. Exhibit D – Special Terms and Conditions;

4. Exhibit A – Statement of Work, including any specifications incorporated by reference herein; and
5. All other attachments incorporated into the Contract as listed on the STD 213.

EXHIBIT E ADDITIONAL PROVISIONS

A. Confidentiality and Security of DIR Information

DIR must ensure agreements and contracts with state and non-state entities include provisions, which protect and minimize risk to the State when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with Exhibit/Attachment Statement and Acknowledgment Regarding Confidentiality and Security of DIR Information; Acknowledgment.

B. Evaluation of the Contractor

Pursuant to Public Contract Code (PCC) Sections 10367 and 10369, the Contractor providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD. 4), within sixty (60) days after completion of the Agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OSL) and a copy sent to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare a statement defending his or her performance under the Agreement and to send it to DIR and DGS/OLS.

C. Web Content Accessibility Guidelines (For Agreements with Deliverables)

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and/or its subcontractors under this Contract, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Contractor shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

DIR may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. Contractor must bring into compliance, at no cost to DIR, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DIR, or within the time frame specified by DIR in its notice, Contractor will be responsible for all costs incurred by DIR in bringing Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements. Contractor agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Contract for a period of one year following delivery of the final deliverable under this Contract.

Deviations from the Accessibility Requirements are permitted only by written consent by DIR.

EXHIBIT F
STATEMENT REGARDING
CONFIDENTIALITY AND SECURITY OF DIR INFORMATION¹:

1. Definition, General Confidentiality and Security

As required by the Information Practices Act, codified at Civil Code Section 1798 *et seq.*, and the State Administrative Manual, chapter 5300 and standards issued thereunder, the Department of Industrial Relations (“DIR”) designates the following as the universe of information that shall be protected in a confidential and secure manner by [*Name of Vendor*] (hereinafter, “Contractor”) in the course of performing the services authorized under contract number _____: all data and information collected, used and maintained by DIR that must be accessed, received or used by Contractor in order to perform authorized services (referred to in this exhibit as “DIR Confidential Information”). Examples of DIR Confidential Information that Contractor will have access to, and must use include, but are not limited to: various confidential databases including the Workers’ Compensation Information System (WCIS), the Electronic Adjudication Information System (EAMS), and DWC internal share drives. Documents including Qualified Medical Evaluator (QME) Reports, QME Discipline Files, DWC Files or Information Related to the QME, Competency Examination, QME Panel Request Forms: Initial, Replacement, Additional/Joint Judge’s Orders, and Information and Assistance Requests. Only those individuals who are employees, agents or subcontractors of Contractor with a need to access or use DIR Confidential Information in order to perform their job responsibilities (“Authorized Users”) shall be permitted such access or use. Contractor shall protect all DIR Confidential Information from unauthorized use, disclosure and access through the observance of the same or more stringent procedural and technological data security requirements as those required by applicable federal law, and state law and policy. Contractor shall never consider DIR Confidential Information “publicly available.” Also, Contractor shall maintain and retain as confidential all work product and all work performed under this contract, recommendations or reports made to DIR, and all discussions between Contractor and DIR staff, including communications, whether oral, written or electronic.

2. License

DIR is the owner of DIR Confidential Information. DIR hereby grants to Contractor a limited, non-exclusive, nontransferable, revocable license to use DIR Confidential Information for the purposes set forth in the Contract until termination, suspension or expiration of the Contract. Contractor shall not access, use or attempt to use, nor shall it enable or authorize any agent, subcontractor or third party to access or use, any DIR Confidential Information in any manner or for any purpose not authorized under the Contract. The foregoing license does not effect a waiver of either any common law or statutory privilege, or any exemption from disclosure under the California Public Records Act (Gov. Code, § 6250 *et seq.*). DIR reserves all such privileges and exemptions.

3. Authorized Access and Use, Acknowledgments of Confidentiality

¹ The title of this section and the subsections herein are for organizational and referential purposes only. Other language addressing the Parties’ obligations related to those discussed here may be found elsewhere in the Contract.

Prior to commencing work pursuant to the Contract, each Authorized User shall be provided a copy of this exhibit, "Confidentiality and Security of DIR Information," and date and sign the DIR Acknowledgment of Confidentiality attached hereto. Contractor shall provide DIR with the original signed acknowledgments, retaining a copy of such acknowledgments for its own records.

4. Audit

DIR reserves the right to audit Contractor, upon written notice provided no less than ten (10) business days before the audit is to be conducted, to ensure Contractor's compliance with the requirements set forth in this exhibit. Such audit may be conducted by DIR, or by a third party hired and authorized by DIR to conduct such audit.

5. Disclosures

No reports, information, discoveries or data obtained, assembled or developed by Contractor in its performance of the Contract, including any DIR Confidential Information, may be released, published, orally disclosed, or made available to any individual or entity without prior written approval from DIR. In the event Contractor receives a written or oral request under California's Public Records Act (codified at Government Code Section 6250 *et seq.*) for inspection or copies of records, documents, information or data constituting, containing, or related to DIR Confidential Information (herein, "PRA Request"), Contractor shall notify DIR of the PRA Request by close of business, Pacific time, the day it receives the request. Contractor's PRA Request notification to DIR shall provide in writing the name and contact information of the requestor, and the nature of the request. In addition, Contractor shall provide a copy of the PRA Request if it was made in writing. Contractor shall cooperate fully with DIR in responding to the PRA Request, and shall not disclose in any manner any of the information, records or data requested without explicit written instructions from DIR. Contractor shall maintain a log of all such authorized disclosures made in response to a PRA Request, and shall provide a copy of such log to DIR upon DIR's written request, or upon the suspension, expiration or termination of the Contract. DIR reserves all exemptions from disclosure available under the PRA.

6. Demands and Orders

If served with a subpoena, court order, or other written demand issued upon or by the authority of a court, or law enforcement or regulatory agency for DIR Confidential Information, or any records or data pertaining to its performance of the Contract, Contractor shall provide a copy of the demand to DIR no later than the close of business, Pacific time, on the day Contractor receives the demand. Contractor shall cooperate fully with DIR in responding to such demand. Prior to Contractor responding to such demand, DIR shall have the right to oppose the demand, or participate in any resolution, mediation or adjudication of a dispute regarding the demand at DIR's own expense.

7. Breach Notification; Costs

Contractor shall immediately notify DIR when it discovers that there has been, or there reasonably may have been a breach in security that has or may have resulted in unauthorized access to, tampering with, loss or theft of DIR Confidential Information. For purposes of this

clause, immediately means within two (2) hours of discovery. DIR's contacts for such notification are as follows:

Benjamin Bonte, Chief Information Technology Officer
Department of Industrial Relations
1515 Clay Street, Ste. 403
Oakland, CA 94612
Phone: 510.286.0945

Tim Ung, Information Security Officer
Department of Industrial Relations
1515 Clay Street, Ste. 403
Oakland, CA 94612
Phone: 510.286.1260

Contractor shall cooperate fully with DIR in its response to such breach, including DIR's reporting mandated by California's Statewide Information Management Manual and DIR's investigation of the incident. As soon as possible after the breach, Contractor shall provide a written description of the breach that includes the date of the incident; incident location; general description of the incident and the names of individuals at Contractor who can provide specific details about the incident; the media or device (if applicable) on which the breached DIR Confidential Information was maintained and whether such device was encrypted; and whether the DIR Confidential Information affected by the breach contains personal information. For purposes of this section, "personal information," shall have the same meaning as the definition under California's Information Practices Act, Civil Code Section 1798.3, i.e., "personal information means any information that is maintained by an agency that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual."

Contractor shall be responsible for all costs and fees associated with DIR's fulfillment of its obligations under state law and policy in the event of a known or reasonably suspected breach, including costs related to notification of affected individuals. Contractor shall indemnify and hold harmless the State in the event of any third party claims or lawsuits arising from such breach.

8. Disposition of DIR Confidential Information

Upon the expiration, termination or suspension of the Contract (whether such termination or suspension is for breach, alleged breach, dispute, or convenience), Contractor shall at DIR's election return to DIR, transfer to another vendor, or provide written, signed certification of destruction of all DIR Confidential Information. DIR shall have sole authority to elect whether Contractor must transfer, return, or destroy and certify the destruction of all DIR Confidential Information. DIR shall provide written notice to Contractor of its election for the disposition of DIR Confidential Information prior to or no later than ten (10) business days after the effective date of the expiration, termination or suspension of the Contract. Contractor agrees that it shall not copy, destroy or move any DIR Confidential Information without written authorization from DIR.

9. Transmission and Storage Security

Contractor shall store DIR Confidential Information in a place physically secure from access by unauthorized persons. DIR Confidential Information must be stored and processed in such a way that protects it from being retrieved by unauthorized persons by computer, remote terminal or other means. Contractor shall secure and maintain any computer systems (servers, hardware and software) that will be used in the performance of this contract by efforts including, but not limited to, ensuring that all security patches, upgrades, and anti-virus updates are applied appropriately to secure data that may be used, transmitted, or stored on any electronic or digital systems used in the performance of the Contract. Contractor shall be responsible for all costs associated with such security and maintenance efforts.

Contractor shall encrypt all DIR Confidential Information and related data that is stored on portable electronic media (including but not limited to, CDs and thumb drives) and on portable computing devices (including but not limited to laptop computers and PDAs) using cryptographic modules validated by the National Institutes of Standards and Technology ("NIST") to Federal Information Processing Standards 140 – 2 Level 1. For all symmetric cryptography, Contractor shall use cryptographic algorithms and key sizes that are currently NIST-validated: AES with a minimum key size of 128 bits, and/or 3TDEA with a key size of 168 bits. For all public key cryptography, Contractor shall use a minimum key size of 2048 bits. Contractor shall not transmit DIR Confidential Information or related data via email or other Internet transport protocol over a public network unless the foregoing is secured using NIST-validated cryptographic modules, cryptographic algorithms, and key sizes as specified herein. Contractor shall not use SSL 2.0 or SSL 3.0, but shall employ TLS 1.1 or better.

Contractor shall save and store DIR Confidential Information and any related data on a secure server to which only Authorized Users have access.

EXHIBIT G
ACKNOWLEDGMENT OF CONFIDENTIALITY

By agreement with the Department of Industrial Relations, _____ (“Contractor”) will be authorized to access and use data and information collected and maintained by the Department of Industrial Relations (“DIR”) so that Contractor may perform services for DIR. Such data and information is designated DIR Confidential Information in the Statement of Confidentiality and Security of DIR Information signed by Contractor, and, as set forth therein, is protected from unauthorized use and disclosure. Only those individuals who are employees, subcontractors or agents of Contractor with a need to access or use DIR Confidential Information in order to perform their job responsibilities (“Contractor Authorized Users”) shall be permitted to access or use DIR Confidential Information.

You must read and sign this Acknowledgment of Confidentiality because Contractor has identified you as an Authorized User. If you violate the obligations regarding DIR Confidential Information set forth herein, you may face civil or criminal action. (Civ. Code, §§ 1798.56-57.)

I, _____, am an employee/subcontractor/agent of Contractor. I hereby acknowledge that DIR Confidential Information is subject to strict confidentiality requirements imposed by state policy and law, including, but not limited to, the California Information Practices Act which is codified at Civil Code section 1798 et seq.

_____ I acknowledge that I have reviewed the Statement Regarding Confidentiality and Security of DIR Information that governs access, use, storage and transfer of DIR Confidential Information; that I understand the provisions regarding confidentiality set forth therein; and that I will promptly contact my manager with any questions I have regarding the proper access, use, modification and or transfer of DIR Confidential Information;

_____ I acknowledge that wrongful access, use, modification, or disclosure of DIR Confidential Information may be punishable by civil and/or criminal action against me;

_____ I acknowledge that wrongful access, inspection, use or disclosure of DIR Confidential Information for personal gain, curiosity, or any non-business related reason is a violation of State of California policy and law; and

_____ I agree to protect DIR Confidential Information, whatever the format (electronic or paper) by:

- Accessing or using DIR Confidential Information only as necessary for the performance of the specific work I am assigned under the Agreement;
- Never accessing DIR Confidential Information for curiosity or personal reasons;
- Never showing or discussing DIR Confidential Information with anyone who does not have the authority and business need to see or discuss it;
- Maintaining DIR Confidential Information only in approved locations;
- Never removing DIR Confidential Information from the work site without explicit authorization, and without following confidentiality and security protocols; and
- Following encryption requirements for transferring or storing DIR Confidential Information, including storage or transfer in portable devices or media.

By: _____ Date: _____

**ATTACHMENT 3
PROPOSER REFERENCES FORM**

Submission of this form is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. By furnishing the references, the Proposer authorizes the State to contact the named company, person or entity to confirm the Proposer meets the minimum qualifications set forth in the RFP. More than three (3) references may be submitted if necessary to demonstrate that the Proposer meets the minimum qualifications.

REFERENCE 1			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
Detailed Description of Service Provided			

REFERENCE 2			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
Detailed Description of Service Provided			

REFERENCE 3			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
Detailed Description of Service Provided			

**ATTACHMENT 4
PAYEE DATA RECORD**

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS
------------------------------	-----------------------

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- | | |
|--|---|
| <input type="checkbox"/> SOLE PROPRIETOR / INDIVIDUAL
<input type="checkbox"/> SINGLE MEMBER LLC <i>Disregarded Entity owned by an individual</i>
<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> ESTATE OR TRUST | CORPORATION (see instructions on page 2)
<input type="checkbox"/> MEDICAL (e.g., dentistry, chiropractic, etc.)
<input type="checkbox"/> LEGAL (e.g., attorney services)
<input type="checkbox"/> EXEMPT (e.g., nonprofit)
<input type="checkbox"/> ALL OTHERS |
|--|---|

Section 3 – Tax Identification Number

<p>Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.</p> <ul style="list-style-type: none"> • For Individuals, enter SSN. • If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN. • Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN. • For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN). • For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN. • For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN. 	<p>Social Security Number (SSN) or Individual Tax Identification Number (ITIN)</p> <p align="center">_____ - _____ - _____</p> <p align="center">OR</p> <p>Federal Employer Identification Number (FEIN)</p> <p align="center">_____ - _____</p>
--	---

Section 4 – Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE			UNIT/SECTION	
MAILING ADDRESS			FAX	TELEPHONE (include area code)
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

**ATTACHMENT 5
CONTRACTOR CERTIFICATION CLAUSES**

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 7
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form. Please check Option #1.

OPTION #1 - The Bidder is not subject to the Darfur Contracting Act.

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ____ (If "None" go to Item #2)
 - b. If you are a California certified DVBE, percentage of DVBE participation and/or incentive claimed? ____%
 - c. Will subcontractors be used for this contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
-
- d. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ____ No ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ____ No ____ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
 - Micro business (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c. This item is only to be completed by the businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2(b) defines "broker" or "agent" as a certified DVBE Contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

- 2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing.
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 9

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS (01/31/17)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et

seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://www.caleprocure.ca.gov/>. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) website at <https://www.sba.gov/> to identify potential DVBEs. Select the “Contracting” tab, select the “Resources for Finding Customers” tab, and click on the “Dynamic Small Business Search (DSBS) Database” link. Search options and information are provided on the Dynamic Small Business Search Database site. First time users should click on the “Help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select: [DVBE Referral Organizations.pdf](#)

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.dgs.ca.gov/pd/Programs/OSDS/advocate.aspx>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select:

- [DVBE Focus Paper Listing](#) (Excel)
- [DVBE Trade Paper Listing](#) (Excel)

U.S. Small Business Administration (SBA):

Use the SBA website: <https://www.sba.gov/>

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to

<http://www.dgs.ca.gov/pd/Resources.aspx> and select: [DVBE Referral Organizations.pdf](#)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement

Website: <https://www.caleprocure.ca.gov/>

Phone: (916) 375-2000

Email: custserv@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including:
Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: <http://dgs.ca.gov/pd/programs/osds.aspx>

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdshelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

As defined in MVC §999 and 2 CCR §1896.6(1), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work for the contract;
 - Carries out contractual obligations by actually performing, managing, or supervising the work involved;
 - Performs work that is normal for its business services and functions;
 - Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices;
 - Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and,
 - Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.
-

**ATTACHMENT 10
CONTRACTOR COST SHEET**

(Note: After award, this becomes part of the contract as Exhibit B, Attachment 1)

Submission of this attachment is required. Failure to complete and return this attachment will cause your bid to be rejected and deemed non-responsive. Bidder must provide the cost for each task listed below. This project has a budget amount of **\$500,000.00**. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

Please provide an all-inclusive cost for each task below. NOTE: All costs must include personnel, labor, subcontractors, materials, travel, reports, tax, and any other items necessary to perform and complete all tasks.

DRAFT REPORT: California's Medical-Legal Process and the Certification of Qualified Medical Evaluators	
Description	Total Cost
Considering the purpose, background, and scope of work, conduct a deep, thorough and detailed review of data for the past ten (10) years concerning the California's Medical-Legal Process and prepare a comprehensive report summarizing the data and findings. The first draft is due no later than 18 months from contract execution.	\$
Subtotal:	\$

FINAL REPORT: California's Medical-Legal Process and the Certification of Qualified Medical Evaluators	
Description	Total Cost
Considering the purpose, background, and scope of work, conduct a deep, thorough and detailed review of data for the past ten (10) years concerning the California's Medical-Legal Process and prepare a comprehensive report summarizing the data and findings. The first draft is due no later than 21 months from contract execution.	\$
Subtotal:	\$

QUARTERLY UPDATE MEETINGS:					
Task Description	Cost per meeting		*Quantity		Total Cost
Quarterly meetings, remotely, to provide status updates.	\$	X	8	=	\$
Subtotal:					\$

PROGRESS REPORTS:					
Task Description	Cost per progress report		*Quantity		Total Cost

Monthly written progress reports. Refer to Attachment 2 for content requirements.	\$	X	22	=	\$
Subtotal:					\$

*GRAND TOTAL					\$
---------------------	--	--	--	--	----

*Total cost shall be used for evaluation purposes.

**ATTACHMENT 11
DETAILED RESPONSE FOR MINIMUM QUALIFICATIONS (MQ)**

Submissions of this attachment is mandatory. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive.

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications listed below.

- 1. Proven knowledge and five (5) years of experience in California workers' compensation laws, rules, regulations and/or policies.
A passing response to MQ 1 by the Proposer will provide a narrative description demonstrating how your organization meets the Minimum Qualification of five (5) years of experience with workers compensation law, rules, regulations and/or polices.**

- 2. Proven knowledge and five (5) years of experience in the med-legal process.
A passing response to MQ 2 by the Proposer will provide a narrative description demonstrating how your organization meets the Minimum Qualification of five (5) years of experience with the med-legal process.**

- 3. Three (3) years demonstrated experience in outreach, marketing and recruitment.
A passing response to MQ 3 by the Proposer will provide a narrative description demonstrating how your organization meets the Minimum Qualification of three (3) years of proven experience in outreach, marketing, and recruitment.**

- 4. Five (5) years of experience working with primary (data collected via surveys, observations, questionnaires, etc.) and secondary data (2nd hand data already collected and recorded by others).**
A passing response to MQ 4 by the Proposer will provide a narrative description demonstrating how your organization meets the Minimum Qualification of five (5) years of experience in working with primary and secondary data.

- 5. Five (5) years of experience conducting research/market research.**
A passing response to MQ 5 by the Proser will provide a narrative description demonstrating how your organization meets the Minimum Qualification of five (5) years of experience conducting research/market research.